



Member

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**Investigation Date: 07/23/2010**

**Foreclosure  
Investigation Report**

**For**

**Diane J. Templin**

**Address**

**16377 Arnold Avenue  
Lake Elsinore, CA. 92530**

## **Original Beneficiary**

INDYMAC Bank, F.S.B.  
155 North Lake Avenue  
Pasadena, CA. 91101

## **Original Trustee**

First American Title Insurance Company

## **Current Beneficiary (assignee)**

One West Bank FSB  
888 E. Walnut Street  
Pasadena, CA. 91101

## **Current Trustee (substituted)**

Quality Loan Service Corporation  
2141 5<sup>th</sup> Ave.  
San Diego, CA 92101  
619-645-7711

Trustee Sale# CA-10-363459-TC


## **Foreclosure Investigation Report**

(A) California Civil Code 2934(a) (D) (4) The substitution shall contain the date of recordation of the trust deed, the name of the trustor, the book and page or instrument number where the trust deed is recorded, and the name of the new trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority, and title granted and delegated to the trustee named in the deed of trust.

**1. Unauthorized Agent** – Page 2 of the Notice Of Default (NOD) (Exhibit A) discloses the date of 05/24/2010 as the date of the document and page 1 of the NOD (Exhibit B) discloses the recording date 05/25/2010 as recorded by Quality Loan Service Corp.. However, I have discovered irregularities, which question the trustee's power to commence a foreclosure. On page 1 of the Substitution Of Trustee (Exhibit C) the original trustee is disclosed as First American Title Insurance Company. I have noted that this document was recorded on 07/07/2010 which was 43 days after the Notice Of Default was recorded. Therefore, the Notice Of Default (Exhibit B) was recorded 05/25/2010 by Quality Loan Service Corp. who was not yet the Trustee or authorized agent. Therefore, Quality Loan Service Corp. did not have the standing to commence foreclosure as the Trustee was still First American Title Insurance Company. Furthermore, the original Trustee who was still the Trustee of record was likely not aware that foreclosure had been initiated as evidenced by the Affidavit Of Mailing (Exhibit D) which was executed on 06/18/2010. It's important that the mailing of the Substitution Of Trustee be mailed to the current trustee before the NOD is recorded.

**(See Fannie Mae Release 98-06 as Addendum 1 attached to this report.)**

**Attorney Note 1:** Opposing counsel may refer to 2934(a) (D) (c) which allows for the recordation of a Substitution Of Trustee after the NOD. The rebuttal to this argument is; "2934(a) (D) (c) does not state that a trustee can initiate a foreclosure when they are not yet the Trustee." This piece of legislation simply allows for the substitution after the NOD and assumes that the original Trustee of record initiated the foreclosure.

**Attorney Note2:** Opposing counsel may also argue 2934(d), which states "A trustee named in a recorded substitution of trustee shall be deemed to be authorized to act as the trustee under the mortgage or deed of trust for all purposes from the date the substitution is executed by the mortgagee." Should this be the argument, it's important to note that the Substitution Of Trustee was executed on 06/10/2010, which was after the Notice Of Default.

**Attorney Note 3:** Opposing counsel may argue that Quality Loan Service Corp. is merely acting as Agent For The Beneficiary as so executed on exhibit A. However, the first line of the last paragraph on exhibit A states "the present beneficiary has deposited with said Trustee such Deed Of Trust." Since Quality Loan Service Corp. is the only entity disclosed on the NOD, and they are allegedly in possession of the Deed Of Trust and security instruments to effect the foreclosure, that by definition defines a Trustee.

**(B) California Civil Code §2932.5 – Assignment - Where a power to sell real property is given to a mortgagee, or other encumbrancer, in an instrument intended to secure the payment of money, the power is part of the security and *vests in any person who by assignment becomes entitled to payment of the money secured by the instrument*. The power of sale may be exercised by the assignee if the assignment is duly acknowledged and recorded.**

**(C1) Federal Trade Commission Sec 5 - Unfair Business Practices – Deceptive Business Acts**

**(C2) California Business And Professions Code Section 17200 As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.**

**(C3) California Penal Code Section 470-483.5 470. 470. (a) Every person who, with the intent to defraud, knowing that he or she has no authority to do so, signs the name of another person or of a fictitious person to any of the items listed in subdivision (d) is guilty of forgery. (b) Every person who, with the intent to defraud, counterfeits or forges the seal or handwriting of another is guilty of forgery. (d) Every person who, with the intent to defraud, (1) falsely makes, alters, forges, or counterfeits, utters, publishes, passes or attempts or offers to pass, as true and genuine, any of the following; items, knowing the same to be false, altered, forged, or counterfeited; (2) due bill for payment of money or property, receipt for money or property is guilty of forgery:**

**1. Forgery, Perjury –** A Corporate Assignment Of Deed Of Trust (Exhibit E) was executed on 01/21/2010 by Bryan Bly as Attorney-In-Fact for the Federal Deposit Insurance Corporation as Receiver for IndyMac Bank. I have reviewed other documents allegedly signed by Bryan Bly and have discovered irregularities in the signatures on those documents (Exhibits F1 – F5) as compared to the signature displayed on exhibit E. The signature on exhibit E is clearly different than those on exhibits F1 – F5. Therefore, it is my belief that someone other than Bryan Bly executed the document thereby committing forgery. Furthermore, it appears that the notary committed perjury as result of this act which is further evident by the same notary who also acknowledged the exhibited instruments. Furthermore, we have been unable to verify with the Federal Deposit Insurance Corporation that Bryan Bly is indeed authorized to sign as Attorney-In-Fact. It appears from exhibits F1 – F5 that Mr. Bly is an Attorney-In-Fact for many companies as a signor for hire.

**Attorney Note:** The deviation of the signatures is merely an observation discovered as result of my investigation. It is my advice that the services of a qualified handwriting expert be enlisted to determine if the instrument was indeed forged using the exhibits provided herein.

**(Continued On Page 3)**

**2. Invalid Assignment** – The Corporate Assignment Of Deed Of Trust (Exhibit E) implies that the Federal Deposit Insurance Corporation (FDIC) conveys, grants, sells, transfers and sets over the Deed Of Trust together with the note, without recourse to OneWest Bank. This implies that the FDIC was in possession of these instruments and conveyed them to OneWest Bank. However, I have determined that the FDIC was not in possession of those instruments to convey them. I have investigated the Security Exchange Commission filings and have determined that this loan was securitized under Indymac Mbs Inc Residential Asset Sec Trust 2003-A7. The Pooling & Servicing Agreement as registered with the Security Exchange Commission defines Indymac as merely the depositor, seller and master servicer of the securities and Deutsche Bank National Trust Company is the Trustee. The agreement further states that the depositor will deliver or cause to be delivered to the trustee, the recorded Deed Of Trust together with the underlying note prior to the close date of the securities which was 06/27/2003. Therefore, Deutsche Bank National Trust Company was in possession of the security instruments and not the FDIC. Furthermore, UCC §3-305 states that “for the note to be enforced, the person who asserts the status of the holder must be in possession of the instrument.” Pursuant to the Pooling & Servicing Agreement, Deutsche Bank National Trust Company is in possession of the note and not OneWest Bank

(See SEC Addendum A attached herein)

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**(C) California Business And Professions Code § 17500 - Making and disseminating false statements.**

**1. Making A False Statement** - The security instruments such as the Deed Of Trust and Note must be delivered to and in possession of the foreclosing trustee, in this case, Quality Loan Service Corp. The second to last paragraph on page 2 of the Notice Of Default (Exhibit A) states that “the lender has deposited with agent, the Deed Of Trust and all documents evidencing the obligation.” The document which affects the official notice of the transfer of the security instruments from one Trustee to the other is the Substitution Of Trustee. Since the Substitution Of Trustee was not executed until 43 days after the Notice Of Default, it is unlikely that Quality Loan Service Corp. was in possession of the security instruments at the time the Notice Of Default was recorded. In fact, given the ambiguity of these two paragraphs, one would have to question just exactly who is in possession of the security instruments.

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**(D) USC § 1341. Mail Fraud And Swindles - Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations; - by placing in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier; - shall be fined under this title or imprisoned not more than 20 years, or both.**

(Continued On Page 4)

Exhibit III

**1. Mailing Fraudulent And Deceitful Documents** – Pursuant to the discoveries made during this investigation regarding the various instruments containing either forgery, fraud, or other deceitful acts or malfeasance, I have noted that these instruments have all been placed in the US Mail or other form of delivery to various individuals and institutions including local government recording offices. It is my belief that these acts constitute mail fraud as cited in USC § 1341 above. Furthermore, a conspiracy to commit mail fraud by all parties named on those instruments exists because of the common knowledge of such wrongdoing and the supervisory responsibilities over employees.

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**Disclosure:** I have completed my examination and investigation of the mortgage documents for which you have engaged me. The scope of my examination is to determine the accuracy and compliance with Federal, State, and local laws as they may apply to your loan(s). I pay particular attention to discovery of evidence that would support legal action against the current lender(s) to either modify, or rescind the existing loan(s), or in the event of an executed foreclosure, overturn the action. The recommendations and opinions entered herein by me are not intended as legal advice or counseling. I strongly advised that you consult with an attorney in matters related to this examination and the report hereof.

Thank you for your business. I look forward to being of further service.



Charles J. Horner, ACREI, CREB  
Chief Examiner

**Addendum 1****Fannie Mae Release 98-06 states the following:**

"A trustee that is not the original trustee named in the mortgage documents must not submit the "notice of default" for recordation in connection with a non-judicial foreclosure of a California property until after a "substitution of trustee" has been recorded. When the "notice of default" is recorded first, it may carry the name of the trustee of record or the name of the new trustee. If the "notice of default" is recorded in the name of the trustee of record, that trustee will have no knowledge of the foreclosure and the powers, duties, and authority of the trustee will actually be exercised by a trustee that is not yet of record. If the "notice of default" names the new trustee, that trustee is acting without power because (under Section 2934a of the California Civil Code) it is the filing of the "substitution of trustee" that provides authority to the new trustee. When a "substitution of trustee" is required in connection with non-judicial foreclosures in California, a servicer should make sure that the trustees it uses have the "substitution of trustee" recorded before the "notice of default" is recorded. The two documents can be submitted for recordation on the same day, as long as the trustee requests that the "substitution of trustee" be recorded immediately before the "notice of default".

Further arguments to support that the Trustee was unlawful is that when a Notice of Default is filed, the Substitution of Trustee must be sent to "required persons" at that time. If the Trustee is changed after the Notice of Default, then it needs to be sent prior to the Notice of Trustee Sale. So, if the Substitution of Trustee was not sent with the Notice of Default, then the indication was that the Substitution Procedure was unlawful.

Former trustees and all others who are not the properly appointed and serving trustee at the time of the step taken will be unable to convey title and the sale will be "void" and not just "voidable". **See Dimock v Emerald Props. (2000) 81 CA 3th 868, 97 CR2d 255.**

In Dimock, the trustee service agent abandoned the notice of default recorded by a substituted-in trustee when it discovered an earlier notice of default recorded by the predecessor trustee, without mollifying the documents installing the new trustee, the service agent conducted a trustee sale and had the former trustee sign the trustee's deed. The Court of Appeal held that the sale "void" and not just "voidable" because the former trustee had no power to convey title at the time of sale. Moreover, the borrower was not required to tender a payoff of the loan as it would have been required to do if the borrower were seeking an equitable remedy.



TS No.: CA-10-363459-TC

**Notice of Default and Election To Sell Under Deed of Trust**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 7/20/2003, executed by DIANE J. TEMPLIN, AN UNMARRIED WOMAN, as Trustor, to secure certain obligations in favor of INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK A FEDERAL SAVINGS BANK, as beneficiary, recorded 7/25/2003, as Instrument No. 2003-560852, in Book xxx, Page xxx of Official Records in the Office of the Recorder of RIVERSIDE County, California describing land therein: as more fully described in said Deed of Trust.

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$144,800.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 1/1/2010, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The Beneficiary or its designated agent declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.5, or the borrower has surrendered the property to the beneficiary or authorized agent, or is otherwise exempt from the requirements of § 2923.5. Pursuant to the attached declaration incorporated herein and made a part hereof by this reference.

*False Statement*  
Dated: 5/24/2010

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY  
BY: LSI Title Company, as Agent

By: *Eric R.*

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

**THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

*EXHIBIT A*

DOC # 2010-0241020  
05/25/2010 08:00A Fee:27.00  
Page 1 of 4  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

Glenn M. Perrell Atty @ law

Recording requested by:  
Quality Loan Service Corp

When recorded mail to:  
Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101



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TS # CA-10-363459-TC

Order #

27  
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043

**IMPORTANT NOTICE**  
**NOTICE OF DEFAULT AND ELECTION TO SELL**  
**UNDER DEED OF TRUST**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION.**

You may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account (normally five business days prior to the date set for the sale of your property). No sale may be set until three months from the date this notice of default is recorded (which date of recordation appears on this notice). This amount is \$4,617.85 as of 5/24/2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

OneWest Bank, FSB  
C/O Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711

EXHIBIT B

DOC # 2010-0316603

07/07/2010 08:00A Fee:24.00

Page 1 of 3

Recording requested by:

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk &amp; Recorder

When recorded mail to:

Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711



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TS #: CA-10-363459-TC

1003561436

Order # 100318009-CA-DCI

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### Substitution of Trustee

WHEREAS, DIANE J. TEMPLIN, AN UNMARRIED WOMAN was the original Trustor, FIRST AMERICAN TITLE INSURANCE COMPANY was the original Trustee, and INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK A FEDERAL SAVINGS BANK was the original Beneficiary under that certain Deed of Trust dated 7/20/2003 and recorded on 7/25/2003 as Instrument No. 2003-560852, in book xxx, page xxx of Official Records of RIVERSIDE County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

EXHIBIT C

**Exhibit "A"**  
**Affidavit of Mailing**  
**for Substitution of Trustee By Code**

TS No.: **CA-10-363459-TC**

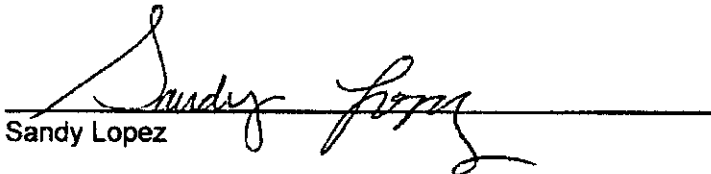
Trustor: **DIANE J. TEMPLIN , AN UNMARRIED WOMAN**

I, Sandy Lopez, declare: That I am an employee of **Quality Loan Service Corp.**, an agent for beneficiary, whose business address is:

2141 5th Avenue  
San Diego, CA 92101

I am over the age of eighteen years and in accordance with California Civil Code Section 2934, I caused a copy of the attached Substitution of Trustee to be mailed, in the manner provided in Section 2924(b) of the Civil Code of the State of California, to the trustee of record under the Deed of Trust described in said Substitution and to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Diego, CA on 6/18/2010.

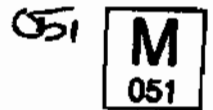
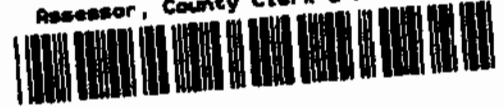
  
Sandy Lopez

*EXHIBIT D*

[RECORDING REQUESTED BY]  
NATIONWIDE TITLE CLEARING  
[AND WHEN RECORDED MAIL TO]  
OneWest Bank, FSB  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683

Loan #: 2723036

DOC # 2010-0109646  
03/18/2010 08:00A Fee:18.00  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



### CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB, SUCCESSOR TO INDYMAC BANK, F.S.B., WHOSE ADDRESS IS 6900 BEATRICE DR. , KALAMAZOO, MI 49009, (ASSIGNOR),, by these presents does convey, grant, sell, assign, transfer and set over the described Deed of Trust together with the certain note(s) described therein, without recourse, representation or warranty, together with all right, title and interest secured thereby, all liens, and any rights due or to become due thereon to OneWest Bank, FSB, WHOSE ADDRESS IS 888 E. WALNUT STREET , PASADENA, CA 91101, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed made by DIANE J. TEMPLIN and recorded on 07/25/2003 as Inst# 2003-560852 in Book . Page in the office of the RIVERSIDE County Recorder, California.

Property more commonly known as: 16377 ARNOLD AVENUE, LAKE ELSINORE, CA 92530

This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in any capacity.

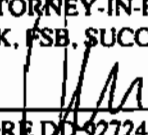
Dated:01/21/2010

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB, SUCCESSOR TO INDYMAC BANK, F.S.B.

By:   
BRYAN BLY ATTORNEY-IN-FACT

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21st day of January in the year 2010 by BRYAN BLY, well known to me to be the ATTORNEY-IN-FACT of FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB, SUCCESSOR TO INDYMAC BANK, F.S.B., a corporation, on behalf of the corporation.

  
CRYSTAL MOORE DD 927242 Notary Public

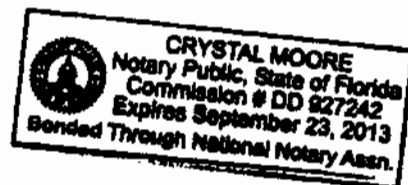
My Commission expires: 09/23/2013

Prep by: Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

OWBAS 10741382 CJ2412180



\*10741382\*



form5/FRMCA1

*Exhibit E*



20081110000261970 ASGM  
Bk:RB4625 Pg:526  
11/10/2008 11:26:57 AM 1/1

FILED Joyce H. Pearson  
Register of Deeds, Orange Co., NC  
Recording Fee: \$14.00  
NC Real Estate TX: \$0.00



9885-93-9859

*On*

**CORPORATE ASSIGNMENT OF DEED OF TRUST**

**When Recorded Return To:**  
**SUNTRUST MORTGAGE, INC.**  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683

Loan #: 0036397719

**FOR GOOD AND VALUABLE CONSIDERATION**, the sufficiency of which is hereby acknowledged, the undersigned, **SUNTRUST MORTGAGE, INC., WHOSE ADDRESS IS 1001 SEMMES AVE, RICHMOND, VA 23224**, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS'), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR SUNTRUST MORTGAGE, INC., 1595 SPRING HILL RD., SUITE 310, VIENNA, VA 22182, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).**

Said Deed of Trust dated 02/21/2006, executed by:

**MICHAEL PATRICK MURPHY AND EILEEN A MURPHY to SUNTRUST MORTGAGE, INC.** and recorded as Instr# (Book RB3973, page 50) in the office of the Recorder of ORANGE County, NC.

Re-Recd: MOD: BK/PG RB4205/490 REC DT: 01-25-07 AMT \$105000.00

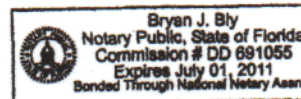
**Dated: 10/29/2008**  
**SUNTRUST MORTGAGE, INC.**

BY:   
**CHRIS JONES VICE PRESIDENT**

STATE OF FLORIDA COUNTY OF Pinellas

I, **BRYAN J. BLY**, a Notary Public of the County and State aforesaid, certify that **CHRIS JONES** personally came before me this day and acknowledged that she/he is the VICE PRESIDENT of **SUNTRUST MORTGAGE, INC.** a corporation and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its VICE PRESIDENT. **WITNESS** my hand and seal **THIS 29TH DAY OF OCTOBER IN THE YEAR 2008**

**BRYAN J. BLY** Notary Public  
My commission expires: 07/01/2011



**Document Prepared By:**  
**Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152**

SMIMA 9120633 formS/FRMNC1  
KTM1962665 N1 MIN 100010400363977198 MERS PHONE 1-888-679-MERS



\*9120633\*

When Recorded Return To:  
AMERICAN HOME MTG SERVICING  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683

CRL L#: 0041869942  
Assignee L#: 4000171886  
Investor L#: 0041869942  
Custodian: 85  
Effective Date: 02/11/2009

#### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, AMERIQUEST MORTGAGE SECURITIES INC., QUEST TRUST 2003-X2 ASSET BACKED CERTIFICATES, SERIES 2003-X2, UNDER THE POOLING AND SERVICING AGREEMENT DATED JUNE 1, 2003, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE) Said Mortgage was made by MARY MONTNEY AND TERRY FRIEND and was recorded in Official Records of the Clerk of the Circuit Court of PINELLAS County, Florida, in Book 12622, Page 2250 or Instr # 03117972 upon the property situated in said State and County as more fully described in said mortgage.

Dated: 01/20/2009

CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY

By: [Signature]  
CRYSTAL MOORE VICE PRESIDENT  
Whose address is: 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730

Witnesses:

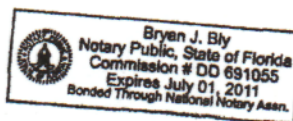
[Signature]  
VILMA CASTRO

[Signature]  
DHURATA DOKO

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement appeared CRYSTAL MOORE, personally known to me to be the VICE PRESIDENT of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY, a corporation, and that she/he acknowledged executing the same freely and voluntarily under authority duly vested in him/her by said corporation. WITNESS my hand and official seal in the County and State last aforesaid THIS 20TH DAY OF JANUARY IN THE YEAR 2009

[Signature]  
BRYAN J. BLY Notary Public  
My commission expires: 07/01/2011



Document Prepared By: Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

CRLAS 9196728 1/31 CJ2024123 form5/FRMFL1



\*9196328\*

I-2009-001370 Book 2114 Pg: 527  
 02/17/2009 11:37 am Pg 0527-0527  
 Fee: \$ 13.00 Doc: \$ 0.00  
 Troy Cole - Logan County Clerk  
 State of Oklahoma



CRL L#: 0140972985  
 Assignee L#: 4001837402  
 Investor L#: 0140972985  
 Custodian: 85  
 Effective Date: 02/11/2009

#### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, AMERIQUEST MORTGAGE SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-R1, UNDER THE POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2006, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE)

Said mortgage bearing the date 12/21/2005, made by LINDA KAYE (current owner) to AMERIQUEST MORTGAGE COMPANY and which is recorded in Book 1904 page 025 Doc# 824 or Reception Number 824 of the Records of LOGAN County, Oklahoma, to wit;

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN LOTS TEN (10) AND ELEVEN (11), IN BLOCK TEN (10) IN THE TOWNSITE OF EAST GUTHRIE, A SUBDIVISION OF THE CITY OF GUTHRIE, COUNTY OF LOGAN, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

IN WITNESS WHEREOF, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY has caused these presents to be signed by its VICE PRESIDENT THIS 20TH DAY OF JANUARY IN THE YEAR 2009

By:   
 CRYSTAL MOORE  
 VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS

On THIS 20TH DAY OF JANUARY IN THE YEAR 2009, before me appeared CRYSTAL MOORE, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said CRYSTAL MOORE acknowledged said instrument to be the free act and deed of said corporation.

BRYAN J. BLY Notary Public  
 My commission expires: 07/01/2011

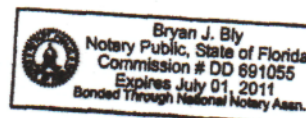
Prepared by: Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

When Recorded Return To:  
 AMERICAN HOME MTG SERVICING  
 C/O NTC 2100 Alt. 19 North  
 Palm Harbor, FL 34683

CRLAS 9299095  
 1/31 CJ2024204



\*9299095\*



form5/FRMOK1



When Recorded Return To:  
AMERICAN HOME MTG SERVICING  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683



CRL L#: 0075055038  
Assignee L#: 4000639437  
Investor L#: 0075055038  
Custodian: 85  
Effective Date: 02/11/2009

2

### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, ARGENT SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-W2, UNDER THE POOLING AND SERVICING AGREEMENT DATED SEPTEMBER 1, 2005, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE)

Said Mortgage bearing the date 03/31/2005, made and executed by: MINERVA SANCHEZ as mortgager to ARGENT MORTGAGE COMPANY, LLC as mortgagee, in the Office of the Register of Titles and County Recorder in and for the County of SUFFOLK and State of Massachusetts in Mortgage Book, Page, Doc No 698642 Cert # 3558

Property commonly known as: 113- 115 NEPONSET AVENUE  
HYDE PARK, MA 02136

B605 P107

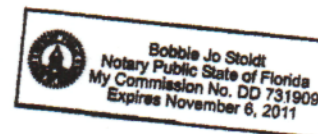
In Testimony Whereof, the said corporation has caused these present to be executed in its corporate name by its VICE PRESIDENT THIS 19TH DAY OF FEBRUARY IN THE YEAR 2009  
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

BY:   
BRYAN BLY VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me THIS 19TH DAY OF FEBRUARY IN THE YEAR 2009 by BRYAN BLY, personally known to me to be the VICE PRESIDENT of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC a corporation, on behalf of the corporation.

  
BOBBIE JO STOLDT Notary Public  
My commission expires: 11/06/2011  
REGISTERED LAND



- ☐ No Mortgage Broker was involved in the placing of this loan.  
Mortgage Broker's Name:  
Address: , ,  
License:
- ☐ No Mortgage Loan Originator was involved in the placing of this loan.  
Mortgage Loan Originator's Name:  
Address:  
License:

Instrument Prepared By: Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

CRLAS 9217039 1/31 TM2051616 REGISTERED LAND form5/frmma1



\*9217039\*

Loan No:9729317

**DISCHARGE OF MORTGAGE**

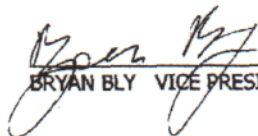
**KNOW ALL MEN BY THESE PRESENTS**, that **DIGITAL FEDERAL CREDIT UNION**, a corporation existing under the laws of a federal charter and having its principal place of business at  
220 Donald Lynch Blvd  
Marlborough, MA 01752

is the owner of a certain Indenture of Mortgage, bearing the date of 02/20/2007, made and executed by: **ROBERT J FLANAGAN AND SHARON S FLANAGAN** as mortgagor(s) to **DIGITAL FEDERAL CREDIT UNION** as mortgagee, and recorded in the Office of the register of Titles and County Recorder in and for the County of MIDDLESEX NORTH and State of Massachusetts in Mortgage Book 21010, Page 288, Document No 200700010277 (and noted on the Certificate of Title No.), is, with the indebtedness thereby secured, fully paid and satisfied.

commonly known as:405 HIGH STREET  
DUNSTABLE, MA 01827

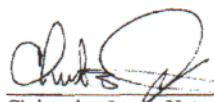
The register of Titles and said County Recorder is hereby authorized and directed to discharge the same upon the record thereof, according to the statute in such case provided.

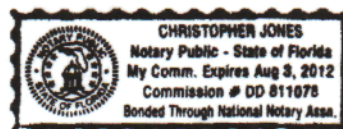
In Testimony Whereof, the said corporation has caused these present to be executed in its corporate name by its VICE PRESIDENT, THIS 17TH DAY OF JUNE IN THE YEAR 2009  
**DIGITAL FEDERAL CREDIT UNION**

  
BRYAN BLY VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS

On THIS 17TH DAY OF JUNE IN THE YEAR 2009, before me, the undersigned notary public, personally appeared BRYAN BLY proved to me through satisfactory evidence of identification, which were State issued Picture ID, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the VICE PRESIDENT of DIGITAL FEDERAL CREDIT UNION, a corporation.

  
Christopher Jones Notary Public  
Comm. Expires: Aug 3, 2012



This instrument was prepared by:

Jessica Fretwell/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

When recorded mail to:

Digital Federal Credit Union

C/O NTC 2100 Alt. 19 North

Palm Harbor, FL 34683

DFCRC 9729317 form1/ercnmafl



\*9729317\*

<b>424B5</b>	<b>4th Page of <a href="#">179</a></b>	<b><a href="#">TOC</a></b>	<b><a href="#">1st</a></b>	<b><a href="#">Previous</a></b>	<b><a href="#">Next</a></b>	<b><a href="#">Bottom</a></b>	<b><a href="#">Just 4th</a></b>
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Certificates is provided only to permit a better understanding of the offered certificates.

See "[Description of the Certificates--General](#)" and "--[Book-Entry Certificates](#)," "[Ratings](#)" and "[The Mortgage Pool](#)" in this prospectus supplement and "The Trust Fund--[The Mortgage Loans--General](#)" in the prospectus.

#### **Cut-Off Date**

[June 1, 2003](#).

#### **Closing Date**

On or about [June 27, 2003](#).

#### **Depositor**

IndyMac MBS, Inc. is a limited purpose finance subsidiary of IndyMac Bank F.S.B. Its address is 155 North Lake Avenue, Pasadena, California, and its telephone number is ([800](#)) 669-2300.

Seller and Master Servicer

IndyMac Bank, F.S.B.

#### **Trustee**

Deutsche Bank National Trust Company.

#### **Distribution Dates**

We will make distributions on the 25th day of each month. If the 25th day of a month is not a business day, then we will make distributions the next business day. The first distribution is scheduled for [July 25, 2003](#).

#### **THE POOLING AND SERVICING AGREEMENT**

The following is a summary of the material provisions of the pooling and servicing agreement which are not described elsewhere in this prospectus. Where particular provisions or terms used in the pooling and servicing agreement are referred to, the provisions or terms are as specified in the related pooling and servicing agreement.

**ASSIGNMENT OF MORTGAGE ASSETS**

**Assignment of the Mortgage Loans.** At the time of issuance of the certificates of a series, the depositor will cause the mortgage loans comprising the related trust fund to be assigned to the trustee, together with all principal and interest received by or on behalf of the depositor on or with respect to the mortgage loans after the cut-off date, other than principal and interest due on or before the cut-off date and other than any retained interest specified in the related prospectus supplement. The trustee will, concurrently with the assignment, deliver the certificates to the depositor in exchange for the mortgage loans. Each mortgage loan will be identified in a schedule appearing as an exhibit to the related pooling and servicing agreement. The schedule will include information as to the outstanding principal balance of each mortgage loan after application of payments due on the cut-off date, as well as information regarding the mortgage rate, the current scheduled monthly payment of principal and interest, the maturity of the loan, the Loan-to-Value

<http://www.secinfo.com/dsvRa.22mj.htm#aaw2>

**SEC Addendum A**

*American College of Forensic Examiners Institute*

*recognizes*

*Charles J. Horner*

*as a*

*Member*

*with all the rights and privileges pertaining thereto, as long as annual membership requirements are met and the principles of professional practice are upheld.*

*Robert L. O'Block*

Robert L. O'Block, M.Div., Ph.D., Psy.D., D.Min.  
Founder & Chief Executive Officer

*Cyril D. Wecht*

Cyril Wecht, MD, JD, FACPFI, DABFM, DABFE, CML-V, CFP  
Chairman, Executive Board of Advisors for Professional Standards

Member since  
*March 2010*

Expiration Date  
*March 2011*

Identification Number  
*112340*



This certificate is the property of the American College of Forensic Examiners Institute conveying competency that the individual has met the minimum requirements to attain this credential based on specifications set forth by the American College of Forensic Examiners Institute and U.S. accreditation standards.





## *The Forensic Examiner Creed*

*I do affirm that:*

*I shall investigate for the truth.*

*I shall report only the truth.*

*I shall avoid conflicts of advocacies.*

*I shall conduct myself ethically.*

*I shall seek to preserve the highest standard of my profession.*

*As a Forensic Examiner, I shall not have a monetary interest in any outcome of a matter in which I am retained.*

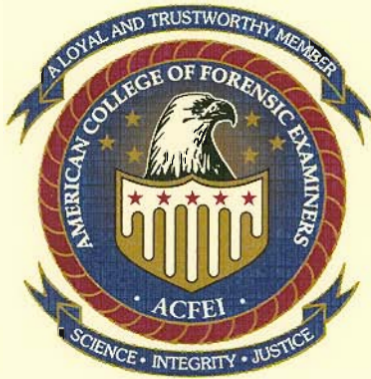
*I shall share my knowledge and experience with other examiners in a professional manner.*

*I shall avoid conflicts of interest and will continue my professional development throughout my career through continuing education, seminars, and other studies.*

*As a Forensic Examiner, I will express my expert opinion based only upon my knowledge, skill, education, training, and experience.*

*The light of knowledge shall guide me to the truth and with justice the truth shall prevail.*

*To all these things, I affirm to uphold.*



## *ACFEI's Principles of Professional Practice*

*ACFEI and its members are to remain completely objective and use their ability to serve justice by the accurate determination of the facts involved.*

*ACFEI members are not advocates for one side or the other. Members should not intentionally withhold or omit any findings or opinions discovered during a forensic examination, which would cause the facts to be misinterpreted or distorted.*

*ACFEI members should not misrepresent or overstate their credentials, education, training, expertise or membership status.*

*ACFEI members are expected to refrain from any conduct that would be adverse to the best interest and purpose of the ACFEI. Members are to be forever vigilant of the importance of their role and to conduct themselves only in the most ethical and professional manner at all times.*

*American College of Forensic Examiners Institute  
[www.acfei.com](http://www.acfei.com)*